

ORIGINAL

3-16CV-3067K

03095227

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS**

CLERK US DISTRICT COURT
NORTHERN DIST. OF TX
FILED

Sherri R. Lowe,
Plaintiff

§ Cause No. _____

§ DEMAND FOR JURY TRIAL

2016 NOV -1 P 3:59

vs.

§

Firestone Tire & Rubber Company

§ Petitioners is appearing before this Court by RAW

§ Special Appearance without: Waiving any rights,

§ remedies or defenses, Statutory or procedural

ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Sherri R. Lowe (hereafter "Plaintiff") and file(s) this Original Petition (hereafter "this Petition"), complaining of Firestone Tire & Rubber Company (hereafter "Defendant") and would show unto the Court as follow:

PARTIES:

1. Plaintiff Sherri R. Lowe is an individual who resides in Dallas, Dallas County, Texas.
2. Defendant Firestone Tire & Rubber Company is a corporation duly qualified to do business in the State of Texas. Firestone Tire & Rubber Company corporate headquarters is located at 535 Marriott Drive, P.O. Box 140990, Nashville, TN 37214-0990. Served to Gary Garfield (CEO) 535 Marriott Drive, P.O. Box 140990, Nashville, Tennessee, 37214-0990.

JURISDICTION AND VENUE

3. The Court has subject-matter jurisdiction pursuant to title 28 USCS §1331; 28 USCS §1332; 28 USCS §1348, and 28 USCS §1361, because this action arises under the Constitution and laws of the United States. Defendant was doing business in Dallas, Dallas County, Texas at all times relevant to this lawsuit and caused the "incident" that is the subject of this lawsuit. As a proximate result of said "incident," damages in excess of the minimum jurisdictional limits of this Court were incurred by Plaintiff.
4. The claims asserted herein arise pursuant to Deceptive Trade Practices Act, Tex. Bus. & Com. Code art. §§17.41-17.63 et seq. (hereafter "DTPA").

FACTS:

5. On February 2, 2016, Sherri R. Lowe went to have the oil changed on my 1998 BMW 540. The mechanic that was assigned to change her oil didn't know how to take off my oil filter, and broke the housing for her oil filter. The manager Rodolfo approached me and told me that the oil filter housing was already broken. Lowe informed him that she brought her vehicle to this same location and had it check out on Friday, and the mechanic that checked it did not see nor did he write in his report that my oil filter housing was broken. Rodolfo, the manager than got hostile and aggressive towards me as we both looked at the vehicle. Rodolfo walked back into the lobby area of the center. Lowe continued to speak with the mechanic that was working on my car. Lowe asked for the manager. He informed her that Rodolfo was the manager. Lowe went into the

lobby area of the center where Rodolfo was and ask him to write up a report. Rodolfo walked up to her and head-bud and replied, "I'm not writing up a report." And he continued back to the work area and purposely bumped into me with his shoulder. Lowe stepped back with dis-belief. Lowe went out to the work area and asked Rodolfo again to write up a report. He rushed toward her in a hostile and aggressive manor and told her to get out of the work area. Lowe stepped out. As Lowe went into the lobby area of the center, she could hear him telling the men in the work area that he was going to do something to her.

6. Lowe went back to the work area where my car was parked with my camera turned on and he could see my camera. He stopped being hostile and aggressive while the camera was on. (Lowe have this part of the incident on camera.) Victor, the guy covering the register walked toward me at that time and ask what the problem was. Lowe told him. Lowe stepped away from him to accept a phone call and he informed Rodolfo that I was calling someone.

7. Lowe requested the regional manager's information and they refused to give me the information. Lowe left because a mechanic – young black male with long hair came into the lobby area threatening me. I had already been assaulted by Rodolfo, so Lowe left without calling the police. However, Lowe did contact the police and make a report later.

CLAIMS:

FIRST CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY:

NEGLIGENCE

9. Pursuant to Texas State Law, Plaintiff plead a cause of action against Defendant Firestone Tire & Rubber Company for negligence. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

10. On the occasion in question, Defendant Firestone Tire & Rubber Company owed a duty to Plaintiff to exercise reasonably prudent and ordinary care in repairing her car. Defendant Firestone Tire & Rubber Company violated this duty by negligently repairing her care and by failing to act as a reasonably prudent person would have under the same or similar circumstances including, but not limited to:

- A. Failing to ensure that the "car" was safely and properly repaired;
- B. Failing to maintain the "car" properly and correctly;
- C. Failing to service the "car" properly and correctly;
- D. Failing to repair the "car" properly and correctly;
- E. Failing to warn Plaintiff that: shoes could fall from the shelves and cause injury;
- F. Failing to act as a reasonably prudent person would have under the same or similar circumstances.

11. Each of the above-referenced acts and omissions, singly or in combination with others, constituted negligence, which proximately caused the damages suffered by Plaintiff, which are in excess of the minimum jurisdictional limits of this Court.

SECOND CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBER COMPANY:

PRODUCTS LIABILITY

12. Pursuant to Texas State law, Plaintiff plead a cause of action against Defendant Firestone Tire & Rubber Company for products liability. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

13. Prior to the date of this accident, Defendant Firestone Tire & Rubber Company displayed the "car repair services" in a manner so as to render it defective, unsafe, and unreasonably dangerous. At the time of the "incident," the "car repair service" were being used in a manner for which it was not designed, manufactured, assembled and sold.

14. Defendant's display of the "car repair services" caused defective, unsafe, and unreasonably dangerous conditions, which were the producing and proximate cause of the damages sustained by the Plaintiff.

THIRD CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY:

BREACH OF IMPLIED WARRANTY

15. Pursuant to Texas State law, Plaintiff plead a cause of action against Defendant Firestone Tire & Rubber Company for breach of implied warranty. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

16. At all times herein material, Defendant Firestone Tire & Rubber Company impliedly warranted that it displayed the "car repair services" in a good and workmanlike manner. Further, Defendant Firestone Tire & Rubber Company implied warranted that the "care repair services" were merchantable and fit for ordinary use. Defendant Firestone Tire & Rubber Company breached these implied warranties in one or more of the following aspects:

A. By offering the "car repair services," which was not merchantable and fit for ordinary use;

B. By failing to service the "car" in a good and workmanlike manner;

C. By releasing into the stream of commerce the "car repair services," which was not merchantable;

And

D. By its negligence in the offering of the "car repair services."

17. Each of the above-referenced acts and omissions, singly or in combination with others, constituted a breach of an implied warranty, which proximately caused the damages suffered by Plaintiff, which are in excess of the minimum jurisdictional limits of this Court.

FOURTH CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY:

BREACH OF EXPRESS WARRANTY

18. Pursuant to Texas State law, Plaintiff plead a cause of action against Defendant Firestone Tire & Rubber Company for breach of express warranty. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth verbatim herein.

19. At all times herein material, Defendant Firestone Tire & Rubber Company expressly warranted that its car repair services in a good and workmanlike manner. Further, Defendant Firestone Tire & Rubber Company expressly warranted that the "car repair services" were merchantable and fit for ordinary use. Defendant Firestone Tire & Rubber Company breached these express warranties in one or more of the following aspects:

- A. By offering "car repair services," which was not merchantable and fit for ordinary use;
- B. By failing to give the "car repair service" in a good and workmanlike manner;
- C. By releasing into the stream of commerce the "car repair service," which was not merchantable;

And

- D. By its negligence in the offering "car repair services."

20. Each of the above-referenced acts and omissions, singly or in combination with others, constituted a breach of an express warranty, which proximately caused the damages suffered by Plaintiff, which are in excess of the minimum jurisdictional limits of this Court.

FIFTH CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY:

BREACH OF CONTRACT

21. Pursuant to Texas State law, Plaintiff pleads a cause of action against Defendant Firestone Tire & Rubber Company for breach of contract. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

22. Plaintiff allege that Plaintiff entered into a valid contractual relationship.

*The courts cannot interpret the statute's language narrowly and disregard the expansive language that describes that right as inclusive of the "enjoyment of all benefits, privileges, terms and conditions of the contract."

In the retail environment making a contract does not simply occur at the point-of-sale. In fact, making a contract involves several steps and activities, including inspecting and comparing the goods and their prices, inquiring about terms and conditions, and even negotiating.

23. Defendant Firestone Tire & Rubber Company breached this contract by negligently performing its duties under the contract. Further, Defendant Firestone Tire & Rubber Company failed to perform the contract in a good and workmanlike manner. As a direct and proximate consequence of said breach, Plaintiff suffered damages physically and in an amount in excess of the minimum jurisdictional limits of this court.

SIXTH CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY:

BATTERY

24. Pursuant to Texas State law, Plaintiff pleads a cause of action against Defendant Firestone Tire & Rubber Company and its employees' for battery. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth herein verbatim.

25. On the occasion in question, Defendant Firestone Tire & Rubber Company and its employees' allowed Plaintiff to be unsafe and unreasonably dangerous conditions, which were the producing and proximate cause of the damages sustained by the Plaintiff. Defendant and its employees also allowed her car to be in unsafe and unreasonably dangerous conditions, which were the producing and proximate cause of the damages to her car.

26. As a direct and proximate result of Defendant Firestone Tire & Rubber Company's conduct as described above, Plaintiff has suffered severe mental anguish and other damages in excess of the minimum jurisdictional limits of this Court.

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY: ASSAULT

27. Pursuant to Texas State law, Plaintiff pleads a cause of action against Defendant Firestone Tire & Rubber Company for assault. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth herein verbatim.

28. On the occasion in question, Defendant's actions placed Plaintiff in great danger of bodily injury. As a direct and proximate result of Defendant's conduct as described above, Plaintiff suffered severe mental anguish, physical injury, and other damages in excess of the minimum jurisdictional limits of this Court.

EIGHTH CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY:

UNDER A RES IPSA LOQUITUR THEORY

29. Pursuant to Texas State law, Plaintiff pleads a cause of action against Defendant Firestone Tire & Rubber Company and its employees under a res ipsa loquitur theory. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as if set forth herein verbatim.

30. In addition to specific acts and omissions enumerated above, Plaintiff alleges that Defendant Firestone Tire & Rubber Company and its employees is liable pursuant to the doctrine of res ipsa loquitur. The "car repair services and the assault and battery against customer" were an instrumentality within the exclusive direction and control of Defendant which were the producing and proximate cause of the damages and the accident is not the kind that would ordinarily occur in the absence of someone's negligence.

31. Plaintiff did not commit any voluntary act which in any way contributed to the "incident" or the damages suffered by Plaintiff. Thus, under the doctrine of res ipsa loquitur, an inference is raised that the negligence of Defendant Firestone Tire & Rubber Company and its employees was the cause of the accident because:

A. the "car repair services" was under the exclusive direction and control of Defendant Firestone Tire & Rubber Company; and

B. the damage to the "car" would not have occurred in the absence of the negligence or gross negligence of some person.

C. the physical harm caused to the customer would not have occurred in the absence of the negligence or gross negligence of some person.

NINTH CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY:

DTPA VIOLATION

32. Pursuant to Texas State law, Plaintiff pleads a cause of action against Defendant Firestone Tire & Rubber Company for violation for the Deceptive Trade Practices Act, Tex. Bus. & Com. Code art. §§17.41-17.63 et seq. (hereafter "DTPA"). The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

33. By virtue of seeking to purchase goods and/or services from Defendant Firestone Tire & Rubber Company, Plaintiff was a consumer covered by the DTPA. By reason of the facts enumerated above, Defendant Firestone Tire & Rubber Company directly and indirectly violated the provisions of the DTPA.

34. The actions or inaction complained of herein constitute a violation of §17.50(a)(2) of the DTPA by breaching an express and/or implied warranty and entitle Plaintiff to multiple damages as well as attorneys' fees and costs. In addition, the actions or inaction of Defendant Firestone Tire & Rubber Company was unconscionable action or course of action in violation of §17.50(a)(3) of the DTPA.

35. Written notice was given to Defendant Firestone Tire & Rubber Company by Plaintiff more than thirty (30) days prior to the filing of this cause of action in compliance with §17.50 of the DTPA. Defendant Firestone Tire & Rubber Company has failed to tender or make an offer of settlement to Plaintiff.

36. Plaintiff detrimentally relied upon the above-described representations made by Defendant Firestone Tire & Rubber Company and its employees. Said representations were a producing cause of damages to Plaintiff. Further, as a producing and proximate result of the representations made by Defendant Firestone Tire & Rubber Company and its employees. Plaintiff suffered damages in excess of the minimum jurisdictional limits of this Court.

TENTH CAUSE OF ACTION AGAINST DEFENDANT FIRESTONE TIRE & RUBBER COMPANY:

VICARIOUS LIABILITY

37. Pursuant to Texas State law, Plaintiff pleads a cause of action against Defendant Firestone Tire & Rubber Company for vicarious liability. The allegations contained in all of the paragraphs of this Petition are hereby reaverred and realleged, for all purposes, and incorporated herein with the same force and effect as set forth verbatim herein.

38. At the time of the accident in question, and all times relevant to the lawsuit, Defendant's employees' was acting in the course and scope of its authority.

A. Defendant's employees' failure to ensure that the "car repair services and safety of customer" was safely and properly within the store facility;

B. Defendant's employees' failure to ensure the "safety of customer" properly and correctly;

- C. Defendant's employees' failure to maintain the "car repair services and safety of customer" properly and correctly;
- D. Defendant's employees' failure to service the "car" properly and correctly;
- E. Defendant's employees' failure to prevent damage and injury to the customer the "car" properly and correctly;
- F. Defendant's employees' failure to render service to the "car" properly and correctly;
- G. Defendant's employees' failure to provide a safe environment to the "customer" properly and correctly;
- H. Defendant's employees' failure to warn Plaintiff that: car could be damages;
- I. Defendant's employees' failure to provide "car repair services" in a good and workmanlike manner; and
- J. Defendant's employees' failure to act as a reasonably prudent person would have under the same or similar circumstances.

39. Pursuant to the doctrine of respondeat superior, Defendant Firestone Tire & Rubber Company's and its employees' negligence, as described in greater particularity above, is imputed to Defendant Firestone Tire & Rubber Company.

40. Each of the above-referenced acts and omissions, singly or in combination with others, constituted negligence, and gross negligence which proximately caused the damages Plaintiff suffered, which are in excess of the minimum jurisdictional limits of this Court.

DAMAGES FOR MENTAL ANGUISH

41. As a consequences of the foregoing facts and the willful and malicious nature of the wrongs committed against the Plaintiff, Plaintiff have suffered and will suffer past, present and future severe mental anguish, for which they plead to recover at trial. The damages for said mental anguish exceed the minimum jurisdictional limits of this court.

PUNITIVE DAMAGES

42. As a consequence of the foregoing clear and convincing facts and the willful and malicious nature of the wrongs committed against the Plaintiff. Plaintiff is entitled to exemplary damages in excess of the minimum jurisdictional limits of this court.


PRAYER

WHEREFORE, Plaintiff ask for relief and judgment, as follows:

- A. Declaring the action to be a proper action pursuant to Fed. R. Civ. P. 23
- B. Awarding compensatory damages, punitive damages, and exemplary damages in favor of Plaintiff against all defendants, jointly and severally, for all damages sustained as a result of defendants wrongdoing, for the amount of \$10,000,000 upon proven defendant's wrong doing at trial or summary judgment, including interest thereon;
- C. Awarding Plaintiff reasonable costs and expenses incurred in this action, including attorney's fees as necessary; and
- D. Awarding such equitable, injunctive, and other relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby demand a trial by jury.

Dated: 10/31/2016
SHERRI R. LOWE, PRO SE LITIGANT
By: 
Sherri R. Lowe, Pro Se Litigant
P.O. Box 397954
Dallas, Texas 75339

CERTIFICATE OF SERVICE

On this 31 day of October 2016, I filed the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas. I hereby certify that I have served all counsel a true and correct copy of the foregoing documents to defendant at Served to Gary Garfield (CEO) 535 Marriott Drive, P.O. Box 140990, Nashville, Tennessee, 37214-0990.

Via U.S. Mail


Sherri R. Lowe, Pro Se Litigant

3-16CV-3067K
ORIGINAL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Sherri R. Lowe

DEFENDANTS Firestone Tire & Rubber Company

(b) County of Residence of First Listed Plaintiff Dallas, TX
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Nashville, TN
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Pro Se Litigant
P.O. Box 39795
Dallas, TX 75239

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC § 1332

Brief description of cause:

Damage to car and Personal Injury

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 10,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/01/2016

SIGNATURE OF ATTORNEY OF RECORD

Sherri R. Lowe, Pro Se Litigant

FOR OFFICE USE ONLY

RECEIPT # 95227

AMOUNT \$ 700.00

APPLYING IFP

JUDGE

MAG. JUDGE